

A. G. Contract No. KR96-1294-TRN
ADOT ECS File: JPA 96-75
Project: BR-CCH-0(1)P
Fund: SB361 03D
Section: Bisbee Junction Bridge
Bridge No. 8099

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY, ARIZONA

THIS AGREEMENT is entered into 11 AUGUST, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and COCHISE COUNTY acting by and through its
BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

=====

NO. 23457
Filed with the Secretary of State
Date Filed: 08/11/99

Petrey Bayless
Secretary of State

By Dick V. Greenewald

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: Bridge Preliminary Engineering and Design.

Estimated Project Cost	\$ 107,622.00
Federal Aid Funds @ 80%	\$ 86,098.00
County Funds @ 20%	\$ 21,524.00
Total County Funds	\$ 21,524.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the State, as authorized agent for the County, with the aid and consent of FHWA will proceed to advertise for, receive proposals, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said contract or in this agreement and will request the maximum federal funds available.

b. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of County's deposit unless and until so authorized in writing by the County.

2. Prior to the solicitation of proposals, the County shall deposit with State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the contract, the State shall return to the County any part of the funds deposited by County remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the results of the study contemplated, cost over-runs and claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Cochise County
County Administrator
1415 Melody Lane
Bisbee, AZ 85603

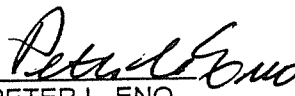
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

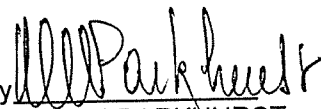
COCHISE COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
Chairman
Board of Supervisors

By 
PETER L. ENO
Contract Administrator


ATTEST

By 
NADINE PARKHURST
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of June 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Cochise County for the purpose of defining responsibilities to perform preliminary engineering and design for Bisbee Unctiion Bridge #8099

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

Board of Supervisors

Leslie E. Thompson
Chairman,
District 3

Tony J. Saracino
District 1

Mike Palmer
District 2



Jody N. Klein
County Administrator

Nadine Parkhurst
Clerk

August 4, 1999

Mr. E. Jack Hammitt, CPM
Arizona Department of Transportation
Intermodal Transportation Division
Joint Project Administration
205 S. 17th Avenue, Room 293 E
Mail Drop 615E
Phoenix, AZ 85007-3212

Dear Mr. Hammitt;

On Monday, August 2, 1999, the Cochise County Board of Supervisors formally approved the IGA between the State of Arizona and Cochise County to have the State acquire federal funds through the Federal Highway Administration for the preliminary engineering and design of the new Bisbee Junction Bridge. The motion unanimously carried.

For your records, I have attached a copy of the agenda for August 2, 1999. (Item 7)

Sincerely,

A handwritten signature in cursive script, appearing to read "Nadine".

Nadine M. Parkhurst, CPM
Clerk of the Board

Enclosure (1)

ITEM 6
ACCEPTANCE OF A DEED OF DEDICATION FOR PORTIONS OF HAMILTON ROAD AND AIRPORT ROAD IN THE WILLCOX AREA

ITEM 7
APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE COUNTY TO HAVE THE STATE ACQUIRE FEDERAL FUNDS, THROUGH THE FEDERAL HIGHWAY ADMINISTRATION, FOR THE PRELIMINARY ENGINEERING AND DESIGN OF THE NEW BISBEE JUNCTION BRIDGE

ITEM 8
DISCUSSION AND POSSIBLE ACCEPTANCE OF A ROAD PETITION TO ESTABLISH KORSTENS RANCH ROAD AS A DECLARED COUNTY HIGHWAY AND SCHEDULE A PUBLIC HEARING FOR MONDAY, AUGUST 16, 1999 AT 10:30 A.M.

PURCHASING

ITEM 9
APPROVAL OF THE COOPERATIVE PROCUREMENT AGREEMENT WITH THE STATE OF ARIZONA FOR A TOTAL OF FIVE YEARS, FROM JULY 1, 1999, THROUGH JUNE 30, 2004

SHERIFF

ITEM 10
ACCEPTANCE OF GRANT AWARD IN THE AMOUNT OF \$156,824, FUNDING UNDER THE FISCAL YEAR 1999 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM

ITEM 11
APPROVAL OF FY 2000 VICTIMS' RIGHTS PROGRAM BY AND BETWEEN THE ARIZONA ATTORNEY GENERAL AND THE COCHISE COUNTY SHERIFF'S DEPARTMENT

ACTION AGENDA

COCHISE PRIVATE INDUSTRY COUNCIL

ITEM 12
APPROVAL OF THE APPOINTMENTS TO THE COCHISE COUNTY WORKFORCE DEVELOPMENT BOARD (WORKFORCE INVESTMENT ACT) EFFECTIVE IMMEDIATELY

FINANCE

ITEM 13
DEMANDS AND PURCHASE REQUISITIONS

PUBLIC HEARING (S) – 10:30 A.M. (ITEMS 14 AND 15)

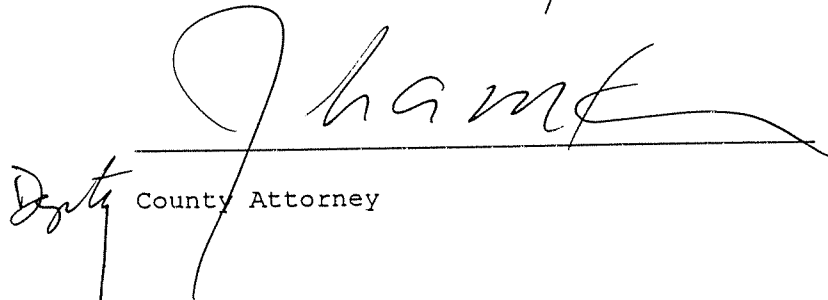
BOARD OF EQUALIZATION

ITEM 14
DISCUSSION AND POSSIBLE ACTION REGARDING TAXPAYER NOTICE OF CLAIM FOR SIERRA REMODELING AND HOME BUILDING, PARCEL NO. 105-97-360

APPROVAL OF THE COCHISE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCHISE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 13th day of July, 1999.


Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-1294TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 5, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/81417

Enc.